

*CLAIM # 4702*

# EXHIBIT 5

CLAIM # 4702

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	
	)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	)	
	)	Chapter 11
Debtors.	)	
	)	Jointly Administered

**AMENDED NOTICE OF PUBLIC AUCTIONS AND SALE HEARING TO SELL  
CERTAIN OF DEBTORS' ASSETS PURSUANT TO  
ASSET PURCHASE AGREEMENTS WITH  
NATIONSTAR MORTGAGE LLC AND BERKSHIRE HATHAWAY INC.  
AND RELATED RELIEF AND DATES**

PLEASE TAKE NOTICE THAT upon the motion (the "Motion") of Residential Capital LLC ("ResCap") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors" or the "Company"), dated May 14, 2012, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") has issued an order dated June 28, 2012 (the "Sale Procedures Order"), among other things, (i) authorizing and approving certain procedures for the submission and acceptance of any competing bids (the "Sale Procedures"); (ii) scheduling a bid deadline, auctions and a sale hearing (the "Sale Hearing") to approve asset sales by certain of the Debtors of: (a) the Purchased Assets (as such term is defined in the Asset Purchase Agreement by and between Nationstar Mortgage LLC ("Nationstar") and certain of the Debtors (the "Nationstar APA") and (b) the Purchased Assets (as such term is defined in the Asset Purchase Agreement by and between Berkshire Hathaway Inc. ("BH") and certain of the Debtors (the "BH Legacy APA," together with the Nationstar APA, the "APAs"), free and clear of all liens, claims, encumbrances, and other interests, and subject to higher or better offers (the "Sale Transactions" or the "Sales") subject to the submission of higher or better offers in auction processes (the "Auctions"); (iii) approving the Break-Up Fees; (iv) approving forms of notice; and (v) granting related relief.

**A. AUCTIONS**

**PLEASE TAKE FURTHER NOTICE** that the Auctions and sales of the Purchased Assets by the Debtors will occur in accordance with procedures established by the Sale Procedures Order, entered on June 28, 2012 (Dkt. No. 538). The Sale Procedures Order can be viewed electronically at [www.kccllc.net/rescap](http://www.kccllc.net/rescap).



www.kccllc.net/ocw4ats/1212020/12


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PDF 10544 x 9633 - kccllc.net

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Sale Procedures Order, any party wishing to participate in the Auctions must do so in accordance with the Sale Procedures Order, including, without limitation, the requirements for qualifying as a "Qualified Bidder" and submitting a "Qualified Bid" such that it is actually received not later than **October 19, 2012, at 5:00 p.m. (ET)** by the parties identified in the Sale Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that, if the Debtors receive qualified competing bids within the requirements and time frame specified by the Sale Procedures, the Debtors will conduct the Auction for the Purchased Assets (as defined in the Nationstar APA) (the "Platform Auction") on **October 23, 2012 at 10:00 a.m. (ET)** at the Sheraton New York Hotel, 811 Seventh Avenue, New York, NY 10019. The Debtors will conduct the Auction for the Purchased Assets (as defined in the BH Legacy APA) (the "Whole Loan Auction") one day after completion of the Platform Auction, which will be no earlier than **October 24, 2012 at 10:00 a.m. (ET)**, at the Sheraton New York Hotel, 811 Seventh Avenue, New York, NY 10019. If the Platform Auction has not been completed by October 23, 2012 at 9:00 p.m. (ET), the Debtors shall timely notify by email all Qualified Bidders for the Whole Loan Auction and the Notice Parties (as defined in the Sale Procedures Order) of the location, date, and time for the Whole Loan Auction.

**B. SALE HEARING**

 **PLEASE TAKE FURTHER NOTICE** that the Sale Hearing will be held before the Honorable Martin Glenn, United States Bankruptcy Judge, in Courtroom 501 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408, on **November 19, 2012, at 10:00 a.m. (ET)**. The Sale Hearing may be conducted in connection with, and as part of, a hearing to consider confirmation of a plan of reorganization under section 1129 of the Bankruptcy Code and may be adjourned without notice by an announcement of the adjourned date at the Sale Hearing.

**C. SALE FREE AND CLEAR**

**PLEASE TAKE FURTHER NOTICE** that the order approving each of the Sale Transactions will provide that, except for any Assumed Liabilities set forth in each of the APAs, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets purchased by Nationstar and BH, respectively, shall be transferred to Nationstar and BH, and the Assumed Contracts under the Nationstar APA shall be assumed and assigned to Nationstar, and such transfer and assignment shall be free and clear of all claims, liabilities, interests, liens, obligations, and encumbrances of any Person (including, without limitation, claims, obligations or liabilities based on any successor or transferee theory of liability or relating to any act or omission of any originator, holder or servicer of mortgage loans prior to the Closing Date, and any indemnification claims, obligations or liabilities relating to any act or omission of the Sellers or any other person prior to the Closing Date) and any and all rights and claims under any bulk transfer statutes and similar laws, whether arising by agreement, by statute or otherwise and whether occurring or arising before, on or after the date on which the Chapter 11 cases were

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commenced, whether known, unknown, contingent or unliquidated, arising prior to the Closing Date. Any person holding any such claims, liabilities, interests, liens, obligations, or encumbrances shall be enjoined and forever barred from asserting such claims, liabilities, interests, liens, obligations, or encumbrances against Nationstar or BH, respectively, the Purchased Assets purchased by Nationstar and BH and any of their affiliates, as more particularly described and provided for in the proposed order approving the Sale Transactions to Nationstar and BH, respectively.

**D. OBJECTIONS**

**PLEASE TAKE FURTHER NOTICE THAT RESPONSES OR OBJECTIONS, IF ANY, TO THE RELIEF SOUGHT IN THE MOTION SHALL BE FILED** with the Clerk of the Bankruptcy Court and served upon: (i) Morrison & Foerster LLP, attorneys for the Debtors, 1290 Avenue of the Americas, New York, NY 10104 (Attn: Gary S. Lee, Esq. (glee@mofo.com) and Alexandra Steinberg Barrage (abarrage@mofo.com)); (ii) Sidley Austin LLP, attorneys for Nationstar, One South Dearborn, Chicago IL 60603 (Attn: Larry Nyhan (lnyhan@sidley.com) and Jessica C.K. Boelter (jboelter@sidley.com)); (iii) Kirkland & Ellis LLP, attorneys for AFI, 601 Lexington Avenue, New York, NY 10022 (Attn: Ray C. Schrock (rschrock@kirkland.com), Richard M. Cieri (richard.cieri@kirkland.com), and Stephen E. Hessler (stephen.hessler@kirkland.com)); (v) Kramer Levin Naftalis & Frankel LLP, attorneys for the Creditors' Committee, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Kenneth H. Eckstein (keckstein@kramerlevin.com) and Douglas H. Mannal (dmannal@kramerlevin.com)); (vi) Munger, Tolles & Olson LLP, attorneys for BH, 355 South Grand Avenue, Los Angeles, CA 90071 (Attn: Seth Goldman (seth.goldman@mto.com) and Thomas Walper (twalper@mto.com)); and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Brian Masumoto), **SO AS TO BE RECEIVED NO LATER THAN October 29, 2012, AT 5:00 P.M. (EASTERN TIME) (the "Objection Deadline").**

**PLEASE TAKE FURTHER NOTICE** that the failure of any person or entity to file a response or objection on or before the Objection Deadline shall be deemed a consent to the Sale Transactions and the other relief requested in the Motion, and shall bar the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Procedures, the Motion, the Sale Transactions, the approval of related agreements, and the Debtors' consummation of the Sale Transactions.

**E. COPIES OF THE MOTION AND RELATED SALE DOCUMENTS**

**PLEASE TAKE FURTHER NOTICE** that this Notice provides only a partial summary of the relief sought in the Motion, the terms of the Sale Procedures Order, and the Sale Approval Orders. Copies of such documents are available for inspection (i) by accessing (a) the website of the Bankruptcy Court at <http://www.nysb.uscourts.gov>, or (b) the website of the Debtors' claims and noticing agent, Kurtzman Carson Consultants, at [www.kccllc.net/rescap](http://www.kccllc.net/rescap) or (ii) by visiting the Office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court, Southern District of New York, One Bowling Green, New York, NY 10004-1408. Copies also may be obtained by faxing a written request to the attorneys for the Debtors, Morrison & Foerster LLP

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(Attn: Gary S. Lee, Esq. at (212) 468-7900). The terms of such documents shall control in the event of any conflict with this Notice.

Dated: New York, New York  
September 14, 2012

Gary S. Lee  
Gary S. Lee  
Todd M. Goren  
MORRISON & FOERSTER LLP  
1290 Avenue of the Americas  
New York, NY 10104  
Telephone: (212) 468-8000  
Facsimile: (212) 468-7900

Alexandra Steinberg Barrage  
MORRISON & FOERSTER LLP  
2000 Pennsylvania Avenue  
Washington, DC 20006  
Telephone: (202) 887-1500  
Facsimile: (202) 887-0763

*Counsel for the Debtors and  
Debtors in Possession*

Abingcofield, P.C.  
The Blackstone Building  
100 South Dixie Highway, Suite 200  
West Palm Beach, FL 33401  
Return to:  
Nexus Mortgage LLC  
350 Highland Drive  
Lewisville, TX 75067  
File No.: C49.0279

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The fabricated assignments and  
fraudulent documents with this claim  
The ex movs that the individuals have  
acted outside the powers and authority is fraud.

The area above this line is for the use of recording official

APN #: 30-4924-001-2322  
Lenders Loan # XXXXXX4303  
MIDN: 100086600105003521

MERS Phone: 1-888-679-6377

### ASSIGNMENT OF MORTGAGE

Deutsche Bank Trust Company Americas As Trustee, its successors and assigns ("Assignor"), located at 3 Park Plaza, 16<sup>th</sup> Floor, Irvine, CA 92714, which is organized and existing under the laws of United States of America, for adequate consideration from National Mortgage LLC ("Assignee"), located at 350 Highland Drive, Lewisville, TX 75067, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, transfer and set over unto Assignee the following described Mortgage recorded in the Public Records of Miami-Dade County, State of Florida.

Original Mortgage(s): Thomas Diaz  
Date of Mortgage: 04/27/2006  
Mortgage Recording Date: 05/15/2006  
Book: 24526, Page: 3829  
Property Address: 5200 SW 122nd Avenue, Miami, FL 33175  
Legal Description: South one-half of tract 266, of Bird Road Farmsites, According to the Plat thereof, recorded in Plat Book 46, at Page 3, of the Public Records of Miami-Dade County, Florida.

Assignor hereby acknowledges that this assignment is being recorded as a formality pursuant to requirements set forth under § 701.02, but that such be the intention of the parties herein that delivery of the subject note and mortgage be established as evidenced by electronic or physical delivery, of the note and mortgage and related documents, that such delivery occurred prior to the date of any litigation with respect to the Mortgage and that the delivery date of the Note and Mortgage have been established by the express intention of the parties, herein.

This Assignment of Mortgage is made without recourse against Assignor.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Deutsche Bank Trust Company Americas As Trustee, its  
successors and assigns

Print Name \_\_\_\_\_  
Assignor \_\_\_\_\_

Print Name \_\_\_\_\_  
Witness \_\_\_\_\_

Print Name \_\_\_\_\_  
Witness \_\_\_\_\_

### ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon the  
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the Laws of the State of \_\_\_\_\_ that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



www.MyNationstarMTG.com

PO BOX 650783  
DALLAS, TX 75265

July 15, 2012

SAME DATE  
TRANSFER  
AURORA  
TO NATIONSTAR AND  
DEUTSCHE BANK TO  
NATIONSTAR?  
How

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF  
SERVICING RIGHTS; IS FAKE. FABRICATED ASSIGNMENTS  
IS FALSE AND FABRICATED DOCUMENTS IN VARIOUS COVERTS AND  
WITH IRS + THIS CONSTITUTING FRAUDULENT COVERT AND  
ENDLESS BAGS OF FRAUD

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New Nationstar Loan Number: 0599454303

## NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Dear Tomas Diaz

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from AURORA LOAN SERVICES LLC to Nationstar Mortgage LLC, effective 07/01/12.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires Nationstar Mortgage send you this notice no later than 15 days after the effective date of the transfer.

Your new servicer is Nationstar Mortgage LLC.

Nationstar Mortgage's business address is:

Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville, Texas 75067  
[www.MyNationstarMTG.com](http://www.MyNationstarMTG.com)

Nationstar Mortgage's toll free number is 1-888-850-9398. If you have any questions relating to the transfer of servicing to Nationstar Mortgage, call 1-888-850-9398 between 8 a.m. and 8 p.m. on the following days Monday - Thursday, 8 a.m. and 5 p.m. on Friday, or visit us anytime at [www.MyNationstarMTG.com](http://www.MyNationstarMTG.com).

The date that Nationstar Mortgage will start accepting payments from you is 07/01/12. You can pay online via the Nationstar Mortgage website at [www.MyNationstarMTG.com](http://www.MyNationstarMTG.com), or you can send all payments due on or after that date to:

Nationstar Mortgage LLC  
PO Box 650783  
Dallas, Texas 75265

Your mortgage life insurance, disability insurance and/or other optional products will not continue. If you wish to retain optional products, you will need to contact your current optional product/service provider.

Enclosed is your Welcome Letter which includes a payment coupon with detailed loan information.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

Nationstar Mortgage LLC  
Attention Research Department  
350 Highland Drive  
Lewisville, Texas 75067  
[www.MyNationstarMTG.com](http://www.MyNationstarMTG.com)

Not later than 30 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

## Important Loan Transfer "Home Affordable Modification Program" Information

**Home Affordable Modification Program:** If you are currently participating in (or being considered for) a loan modification program, we will be transferring all your documentation to the new servicer. Until the transfer date, you should continue to make your payments (e.g., mail payments if attempting to qualify for a modification under the Home Affordable Modification Program) to Aurora Loan Services LLC. After transfer, you should make all payments to Nationstar until such time that you are provided additional direction. Decisions regarding qualification will be made by Nationstar. All information regarding other loss mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Nationstar for processing. Please be advised that this transfer may extend the time needed for a final decision.

Sincerely,  
Nationstar Mortgage LLC



INTERNET REPRINT



www.nationstar.com

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

*The documents in the court and the assignment of mortgage indicate that no mortgage notes were transferred to the REMIC in a proper manner.*

Nationstar Mortgage LLC

Sincerely,

For Customer Service Inquiries, call toll free at 1-888-850-9398.

Nationstar Mortgage LLC  
Attn: Research Department  
350 Highland Drive  
Lewisville, TX 75067

We welcome you to Nationstar Mortgage and look forward to being your mortgage servicer.

- Your total debt at the time of the transfer is \$1,414,207.81. This amount includes your outstanding Unpaid Principal Balance of \$997,206.01, \$380,109.88 in interest, \$345.12 from fees, and \$185.00 from expenses paid on your behalf.
- This debt is owed to DEUTSCHE BANK, TRUSTEE, RALI SERIES 2006-Q06, but is being serviced by Nationstar.
- Unless you dispute the validity of this debt, or any portion thereof, in writing within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by Nationstar.
- If you notify Nationstar in writing within this thirty (30) day period that the debt, or any portion thereof, is disputed, Nationstar will obtain verification of the debt and a copy of such verification will be sent to you.

We look forward to servicing your loan on behalf of DEUTSCHE BANK, TRUSTEE, RALI SERIES 2006-Q06.

Welcome to Nationstar Mortgage!

Dear TOMAS DIAZ

63529 0006577  
TOMAS DIAZ  
3843 SUMMIT AVE 137  
JACKSONVILLE  
FL 32216

RE: Nationstar Mortgage LLC Loan Number: 0599454303

*FILED FOR MATTER OF REMIC (Section 86012c)*

July 15, 2012

**Nationstar**  
MORTGAGE  
350 Highland Drive  
Lewisville, TX 75067

REPRESENTATION OF PRINTED DOCUMENT

*0/1414 #4702*



01A14#4702

CF Class	Orig(000)	Curr(000)	Cpn	OWAL	Orig Mty	Cusip	Description
* RALI 2006-QO6 A1	725,353	367,899	0.422	3.49	6/25/46	75114NAA2	FLT, STEP
* RALI 2006-QO6 A2	302,230	155,888	0.472	3.49	6/25/46	75114NAB0	FLT, STEP
* RALI 2006-QO6 A3	181,338	93,533	0.502	3.49	6/25/46	75114NAC8	FLT, STEP, SSNR, SSUP
Pd RALI 2006-QO6 M1	26,040	0	0.559	6.44	6/25/46	75114NAD6	MEZ, FLT, STEP
Pd RALI 2006-QO6 M2	9,766	0	0.594	6.37	6/25/46	75114NAE4	MEZ, FLT, STEP
Pd RALI 2006-QO6 M3	6,510	0	0.616	6.31	6/25/46	75114NAF1	MEZ, FLT, STEP
Pd RALI 2006-QO6 M4	6,510	0	0.726	6.25	6/25/46	75114NAG9	MEZ, FLT, STEP
Pd RALI 2006-QO6 M5	6,510	0	0.785	6.18	6/25/46	75114NAH7	MEZ, FLT, STEP
Pd RALI 2006-QO6 M6	6,510	0	0.825	6.08	6/25/46	75114NAJ3	MEZ, FLT, STEP
Pd RALI 2006-QO6 M7	6,510	0	1.559	5.93	6/25/46	75114NAK0	MEZ, FLT, STEP
Pd RALI 2006-QO6 M8	6,510	0	1.759	5.7	6/25/46	75114NAL8	MEZ, FLT, STEP
Pd RALI 2006-QO6 M9	6,510	0	2.188	5.39	6/25/46	75114NAM6	MEZ, FLT, STEP
Pd RALI 2006-QO6 SB	11,719	0	0	0	6/25/46	BCC0RJB98	SUB
RAI 2006-QO6 R1	0	0	0	0	6/25/46	75114NAP9	R
RAI 2006-QO6 R2	0	0	0	0	6/25/46	75114NAQ7	R

MORTGAGE / NOTE TRANCHES

TOMAS DIAZ  
LOAN NO.: 10500352 / 0010624849 / 0021953252  
5200 SW 122 AVE  
MIAMI, FL 33175